

Software as a Service Agreement for Yuran.my

This Software as a Service Agreement (“SaaS”) is a binding legal agreement between you, as an individual or entity (“Tenant”), YURAN.MY which is owned and operated by VHA COGNITIVE (M) SDN BHD (1213095-U) with its principal place of business at 72-2, Jalan PJS 5/30 Petaling Jaya Commercial Centre (PJCC) Petaling 46150 Mukim Petaling, Selangor, Malaysia (“Yuran.my”). By accessing, downloading, installing, or using this the software as a service application (the “Software”), you agree to be bound by the terms of this EULA. This EULA applies to any updates or supplements for the application, unless the application comes with separate terms, in which case those terms apply. If you do not agree to the SaaS, do not check the “I accept” box and do not use the Software. You agree that installation or use of the Software signifies that you have read, understood, and agree to be bound by the SaaS.

(The capitalized terms used in this agreement, in addition to those above, are defined in section DEFINITIONS.)

Grant of License to Access and Use Service. YURAN.MY hereby grants to TENANT, including to all TENANT's Authorized Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free, and worldwide license to access and use the YURAN.MY SOFTWARE AS A SERVICES (the “Service”) solely for TENANT's internal business operations (the "DELIVERABLE"), according to YURAN.MY's terms and policies listed at <https://www.yuran.my/terma-perkhidmatan/>

Support Services

Initial Support. For the [12] month period beginning on the Effective Date, and at YURAN.MY's own expense, YURAN.MY shall provide TENANT with

online support using email, phone messaging and or Whatsapp messaging during YURAN.MY's normal business hours in order to help TENANT locate and correct problems with the Service and any related software, and

internet-based support system generally available five days a week, eight hours a day.

Renewed Support. After the initial [12] month support period, TENANT may elect to renew YURAN.MY's support services under this paragraph [SUPPORT] for additional [12] month periods, at YURAN.MY's then-current service rates.

Maintenance. YURAN.MY shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the applicable Documentation. The Services Fees shall be inclusive of the fees for maintenance.

Required Notice of Maintenance. Unless as otherwise agreed to by TENANT on a case-by-case basis, YURAN.MY shall provide no less than [thirty (30)] calendar day's prior written notice to TENANT of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, YURAN.MY shall provide as much prior notice as commercially practicable to Subscriber and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance.

Fees. TENANT shall pay YURAN.MY a yearly subscription fee (the "Subscription Fee") for the [DELIVERABLE] provided under this agreement. All fees for the Service are based on the selection of package and add on services by TENANT and will be electronically invoiced to, and remitted from, the Malaysia by Customer

Payment. TENANT shall pay the Subscription Fee to YURAN.MY. All fees shall be due and payable within thirty (30) days of invoice date, except fees subject to a reasonable and good faith dispute

Invoice can be view and download from the system of YURAN.MY. Customer shall provide YURAN.MY with complete and accurate billing contact information including a valid email address. Customer will make payments via electronic bank transfer. Except for a termination and/or refund as specifically set forth to the contrary under Section 23, all invoice are non-cancelable and all payments are non-refundable

Taxes. Payment amounts under this agreement do not include Taxes, and TENANT shall pay all Taxes applicable to payments between the parties under this agreement.

Service Levels

Applicable Levels. YURAN.MY shall provide the Service to TENANT with a System Availability of at least 90% during each calendar month

System Maintenance. YURAN.MY may take the Service offline for scheduled maintenances that it provides TENANT the schedule for in writing (though this scheduled maintenance time will not count as System Availability), and change its schedule of maintenances on [two] weeks written notice to TENANT.

System Availability Definition

Percentage of Minutes per Month. "System Availability" means the percentage of minutes in a month that the key components of the Service are operational.

Not Included in "System Availability." "System Availability" will not include any minutes of downtime resulting from

scheduled maintenance,

events of force majeure,

malicious attacks on the system,

issues associated with TENANT's computing devices, local area networks or internet service provider connections, or

YURAN.MY's inability to deliver services because of TENANT's acts or omissions.

Data Protection. TENANT shall implement reasonable safeguards to prevent unauthorized access to, use of, or disclosure of the disclosing party's Data.

Data Privacy. YURAN.MY may collect, use and process TENANT data only according to YURAN.MY's Privacy Policy, available at <https://www.yuran.my/dasar-privasi/>

Back-Up Data. On TENANT's request and payment of RM1,500 per copy, YURAN.MY shall deliver to TENANT a full back-up of TENANT's Data, in a format the parties agree on in writing.

Statistical Information. YURAN.MY may anonymously compile statistical information related to the performance of the Service for purposes of improving the Service, but only if such information does not identify the data as TENANT's or otherwise include TENANT's name.

Publicity

Consent. Neither party will use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by Law.

Cooperation. The parties shall cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the parties.

No Unreasonable Delay. The parties will not unreasonably withhold or delay their consent to press releases or public announcements.

Representations

Mutual Representations

Existence. The parties are corporations incorporated and existing under the laws of the jurisdictions of their respective incorporation.

Authority and Capacity. The parties have the authority and capacity to enter into this agreement.

Execution and Delivery. The parties have duly executed and delivered this agreement.

Enforceability. This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

No Conflicts. Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.

No Breach. Neither party's execution, delivery, or performance of its obligations under this agreement will breach or result in a default under

its articles, bylaws, or any unanimous shareholders agreement,

any Law to which it is subject,

any judgment, Order, or decree of any Governmental Authority to which it is subject, or

any agreement to which it is a party or by which it is bound.

Permits, Consents, and Other Authorizations. Each party holds all Permits and other authorizations necessary to

own, lease, and operate its properties, and

conduct its business as it is now carried on.

No Disputes or Proceedings. [Except as disclosed in the parties respective Disclosure Schedules] There are no Legal Proceedings pending, threatened, or foreseeable against either party, which would affect that party's ability to complete its obligations under this agreement.

No Bankruptcy. Neither party has taken or authorized any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution, or winding up.

YURAN.MY's Representations

IP Disclosure Schedule. YURAN.MY's Disclosure Schedule lists any exceptions to its representations.

Ownership. [Except as disclosed in YURAN.MY's Disclosure Schedule] YURAN.MY is the exclusive legal owner of the Service, including all Intellectual Property included in the Service and granted under the [DELIVERABLE].

Status of Licensed Intellectual Property. [Except as disclosed in YURAN.MY's Disclosure Schedule] YURAN.MY has properly registered and maintained all Intellectual Property included in the Service and granted under the [DELIVERABLE] and paid all applicable maintenance and renewal fees.

No Conflicting Grant. [Except as disclosed in YURAN.MY's Disclosure Schedule] YURAN.MY has not granted and is not obligated to grant any license to a third party that would conflict with the [DELIVERABLE].

No Infringement. [Except as disclosed in YURAN.MY's Disclosure Schedule] The Service does not infringe the Intellectual Property rights or other proprietary rights of any third party.

No Third-Party infringement. [Except as disclosed in YURAN.MY's Disclosure Schedule] To YURAN.MY's Knowledge, no third party is infringing the Service.

User Obligations

Hardware Obligations. TENANT shall be responsible for

obtaining and maintaining all computer hardware, software, and communications equipment needed to internally access the Service, and

paying all third-party access charges incurred while using the Service.

Anti-Virus Obligations. TENANT shall be responsible for implementing, maintaining, and updating all necessary and proper procedures and software for safeguarding against computer infection, viruses, worms, Trojan horses, and other code that manifest contaminating or destructive properties (collectively "Viruses").

TENANT's Use of Services. TENANT shall

abide by all local and international Laws and regulations applicable to its use of the Service,

use the Service only for legal purposes, and

comply with all regulations, policies and procedures of networks connected to the SaaS.

Restricted Uses. TENANT will not

upload or distribute of any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Service,

modify, disassemble, decompile or reverse engineer the Service,

probe, scan, test the vulnerability of, or circumvent any security mechanisms used by, the sites, servers, or networks connected to the Service,

take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the Service,

copy or reproduce the Service,

access or use any other clients' or their users' data through the Service,

maliciously reduce or impair the accessibility of the Service,

use the service to post, promote, or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, hateful, or otherwise objectionable material, or

transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

Export Compliance

No Representation by YURAN.MY. YURAN.MY makes no representation that the Service is appropriate or available for use outside of the Malaysia.

TENANT Status. TENANT represents and that it is not located in, under the control of, or a national or resident of any country to which the Malaysia has embargoed the import or export of goods and services

Term. This agreement begins on the effective date and due date as stated in the Subscriptions page, YURAN.MY web application, under TENANT admin access and will continue until terminated (the "Term").

Limited Warranty

Service Warranty. The Company will provide the Service in a professional manner consistent with general industry standards.

Performance Warranty. The Company warrants that the Service will perform substantially in accordance with the Documentation.

Warranty Disclaimer. The Company does not guarantee that the Service will be error-free, virus-free, or uninterrupted. The Company will not be liable for any unauthorized alteration, theft, or destruction of any of the Customer's data.

Ownership of Intellectual Property. YURAN.MY will retain all interest in and to the Services, including all documentation, modifications, improvements, upgrades, derivative words, and all other Intellectual Property rights in connection with the Service, including YURAN.MY's name, logos, and trademarks reproduced through the Service.

Termination

Termination on Notice. Either party may terminate this agreement for any reason on 30 business days' notice to the other party.

Termination for Material Breach. Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if

the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and

the failure, inaccuracy, or breach continues for a period of 30 Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

Termination for Failure to Pay. YURAN.MY may terminate this agreement with immediate effect by delivering notice of the termination to TENANT if TENANT fails to pay the yearly Subscription Fee on time.

Effect of Termination

Refund Amounts. YURAN.MY shall immediately refund to TENANT any prepaid Subscription Fees covering the remainder of the term of all subscriptions after the effective date of termination.

Pay Outstanding Amounts. TENANT shall immediately pay to YURAN.MY all amounts outstanding as of the date of, and any amounts outstanding as a result of, termination.

Discontinuance of Use. TENANT shall cease all use of the Service upon the effective date of the termination.

Recovery of Data. TENANT will have [30] days from the date of termination to retrieve any of data that TENANT wishes to keep.

Renewal. Following expiration of the Initial Term, TENANT may renew this Agreement for additional successive terms upon the Parties agreeing in writing to so renew.

Indemnification

Indemnification by YURAN.MY.

Indemnification for Infringement Claims. YURAN.MY (as an indemnifying party) shall not indemnify TENANT (as an indemnified party) against all losses and expenses arising out of any proceeding

brought by a third party, and

arising out of a claim that the Services infringe the third party's Intellectual Property rights.

Limitation on Liability

Mutual Limit on Liability. Neither party will be liable for breach-of-contract damages suffered by the other party that are remote or speculative, or that could not have reasonably been foreseen on entry into this agreement.

Maximum Liability. YURAN.MY's liability under this agreement will not exceed the 20% of fees paid by TENANT under this agreement during the 12 months preceding the date upon which the related claim arose.

General Provisions

Entire Agreement. The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,

represent the final expression of the parties' intent relating to the subject matter of this agreement,

contain all the terms the parties agreed to relating to the subject matter, and

replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.

Amendment. YURAN.MY may amend the terms and conditions of this agreement at any time by reasonable notice, including without limitation by posting revised terms on its website at the URL <https://www.yuran.my/terma-perkhidmatan/>

Assignment. Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

Notices

Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax, or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

Receipt of Notice. A notice given under this agreement will be effective on

the other party's receipt of it, or

if mailed, the earlier of the other party's receipt of it and the [fifth] business day after mailing it.

Governing Law. This agreement shall be governed, construed, and enforced in accordance with the laws of Malaysia, without regard to its conflict of laws rules.

Severability. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Waiver

Affirmative Waivers. Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.

Written Waivers. A waiver or extension is only effective if it is in writing and signed by the party granting it.

No General Waivers. A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

No Course of Dealing. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

Relationship of the Parties

No Relationship. Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.

No Authority. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.

Cooperation. You will reasonably cooperate with any of the Videojet's investigation of Service outages, security problems, and any suspected breach of the Agreement. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Definitions

"Authorized Users" means the list of Persons authorized to use the Services under this agreement.

"Business Day" means a day other than a Saturday, a Sunday, or any other day on which the principal banks located in Kuala Lumpur, Kuala Lumpur are not open for business.

"Data" means all of the data **TENANT** creates with or uses with the Service, or otherwise related to **TENANT**'s use of the Services.

"Disclosure Schedule" means the schedules delivered, before the execution of this agreement, by each party to the other party which list, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision of this agreement or as an exception to one or more of the representations or warranties made by the party, or to one or more of the covenants of the party.

"Effective Date" is defined in the introduction to this agreement.

"Governmental Authority" means

- a) any federal, state, local, or foreign government, and any political subdivision of any of them,
- b) any agency or instrumentality of any such government or political subdivision,
- c) any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of law), and
- d) any arbitrator, court or tribunal of competent jurisdiction.

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world

- a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,
- b) copyrights, including all applications and registrations related to the foregoing,
- c) trade secrets and confidential know-how,
- d) patents and patent applications,

- e) websites and internet domain name registrations, and
- f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Law" means

- a) any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and
- b) any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

"Legal Proceeding" means any claim, investigation, hearing, legal action, or other legal, administrative, arbitral, or similar proceeding, whether civil or criminal (including any appeal or review of any of the foregoing).

"Order" means any decision, order, judgment, award, or similar order of any court of competent jurisdiction, arbitration panel, or Governmental Authority with jurisdiction over the subject matter, whether preliminary or final.

"Permits" means all material licenses, franchises, permits, certificates, approvals, and authorizations, from Governmental Authorities necessary for the ownership and operation of the party's business.

"Person" includes

- a) any corporation, company, limited liability company, partnership, Governmental Authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and
- b) any individual.

"Service" is defined in section [GRANT OF ACCESS AND USE OF SERVICE].

"Subscription Fee" is defined in section [SUBSCRIPTION FEES].

"Taxes" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.

"Term" is defined in section [TERM].

"Viruses" is defined in section [USER OBLIGATIONS].

This agreement has been executed by the parties.

VHA Cognitive (M) Sdn Bhd